

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by 338 Rockland Street LLC to CCG Fund 1, LLC, dated October 12, 2022 and recorded at Plymouth County Registry of Deeds on October 12, 2022, in Book No. 57318, at Page 80, of which mortgage the undersigned is the present holder, by virtue of an Assignment of Mortgage to CCG Fund II LLC recorded at Plymouth County Registry of Deeds on November 17, 2022, in Book 57428, at Page 178, for breach of the conditions of said mortgage and for the purpose of foreclosing same will be sold at public auction at 12:00 PM, on June 6, 2024 on the mortgaged premises being known as 338 Rockland Street, Hingham, MA, being all and singular the premises described in said mortgage to wit:

The land in Hingham, Plymouth County, Massachusetts, with the buildings thereon situated on Rockland Street, and bounded and described as follows:

SOUTHEASTERLY by Rockland Street, three hundred thirty-two and 6/10 (332.6) feet, more or less;
SOUTHWESTERLY by land now or formerly of Frank R. Amonte and Annie J. Amonte and by Weir River;
NORTHWESTERLY and NORTHERLY by Wier River;
NORTHEASTERLY by land now or formerly of Edward J. Fitzpatrick and James L. Happenny.

Being the same premises as conveyed to the mortgagor by deed of PETROCELLI FAMILY SERIES LLC, dated August 6, 2021, recorded at Plymouth County Registry of Deeds in Book No. 55439, at Page 2.

The above described premises will be sold **SUBJECT TO** and with the benefit of all restrictions, easements, covenants, conditions, building and zoning laws, to any and all unpaid taxes, tax titles, water and sewer charges, municipal or other public taxes, assessments or liens, rights of tenants and parties in possession, if any.

TERMS OF SALE:

A deposit of \$7,500.00 DOLLARS shall be required to be made to the mortgagee in cash, by certified or by cashier's check at the time and place of the sale as a deposit. The successful bidder will be required to execute an Auction Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid in cash, by certified check, by cashier's check, or other check satisfactory to Mortgagee's attorney within thirty (30) days thereafter at the offices of BARSH AND COHEN, P.C., Attorneys for the Mortgagee, 500 Turnpike Street Suite 201, Canton, MA 02021, in exchange for which and at such time and place, the deed shall be delivered to the purchaser for recording.

The Mortgagee reserves the right to amend the foregoing terms of sale by written or oral announcement made before the auction sale, during the sale thereof or at the commencement of or during any postponed sale, the right to bid at the sale, to reject any and all bids, and to postpone the sale up until the time the property is declared sold by the auctioneer.

The description of the premises contained in said mortgage shall control in the event of an error in the Notice of Mortgagee's Sale or its publication.

OTHER TERMS TO BE ANNOUNCED AT THE TIME AND PLACE OF THE SALE.

Dated: May 5, 2024

(signed:) CCG FUND II LLC
Present Holder of said Mortgage
By its Attorneys,
Barsh and Cohen, P.C.

Neil Cohen, Esquire
Attorney for the Mortgagee
500 Turnpike Street Suite 201, Canton, MA 02021
(617) 332-4700